

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

MARKET DOMINANT PRODUCT PRICES  
INBOUND MARKET DOMINANT EXPRÈS SERVICE AGREEMENT 1  
(MC2010-35)  
NEGOTIATED SERVICE AGREEMENT

Docket No.  
R2011-6

**NOTICE OF UNITED STATES POSTAL SERVICE OF FILING REVISED VERSION  
OF INBOUND MARKET DOMINANT EXPRÈS SERVICE AGREEMENT 1**  
(November 15, 2017)

In Order No. 876, the Postal Regulatory Commission (Commission) added Inbound Market Dominant Exprès Service Agreement 1 to the market dominant product list, and included the Exprès Service Agreement within that product.<sup>1</sup> Subsequently, the Commission issued Order No. 3457, approving various modifications to the Exprès Service Agreement.<sup>2</sup> Also, on July 26, 2017, the Commission issued Order No. 4015, approving various additional modifications to the Exprès Service Agreement.<sup>3</sup>

The United States Postal Service (Postal Service) hereby gives notice of filing, pursuant to 39 U.S.C. § 407(d)(2), of a revised version of the Exprès Service Agreement. A redacted copy of the revised version of the Exprès Service Agreement is included as Attachment 1 to this filing, and the Postal Service has filed an unredacted version of the agreement under seal with the Commission.

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<sup>1</sup> PRC Order No. 876, Order Adding Inbound Market Dominant Exprès Service Agreement 1 to the Market Dominant Product List, Docket No. R2011-6, September 26, 2011, at 9.

<sup>2</sup> PRC Order No. 3457, Order Approving Modification of Exprès Service Agreement, Docket No. R2011-6, August 8, 2016.

<sup>3</sup> PRC Order No. 4015, Order Approving Modifications of Exprès Service Agreement, Docket No. R2011-6, July 26, 2017.

The differences between the text of the attached revised Exprès Service Agreement and the text of the Exprès Service Agreement that has been previously submitted to the Commission<sup>4</sup> include the following:

- The List of the Parties has been moved from the first page of the agreement to Annex 7, revised, and updated;
- On the first page, the second paragraph beginning with “WHEREAS” has been revised;
- Article 2, the third paragraph has been revised;
- Article 2, the fourth, fifth, sixth, and seventh paragraphs have been deleted;
- Article 2, the eighth paragraph is now the fourth paragraph and a correction has been made;
- Article 2, the ninth paragraph is now the fifth paragraph and has been revised;
- Article 3, the second paragraph has been deleted;
- Article 3, the third paragraph is now the second paragraph and has been revised to reflect the new title of Annex 6, “Pay for Performance Rules”;
- Article 3, a final paragraph is now the third paragraph and has been revised;
- Article 4, the title of Article 4 has been revised to “Exprès Agreement Steering Committee”;

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<sup>4</sup> See Notice of United States Postal Service of Type 2 Rate Adjustment, and Notice of Filing Functionally Equivalent Agreement, Docket No. R2011-6, August 12, 2011; Notice of United States Postal Service Providing Update Concerning Exprès Service Agreement, Docket No. R2011-6, July 7, 2016; Notice of United States Postal Service Providing Update Concerning Inbound Market Dominant Exprès Service Agreement 1, Docket No. R2011-6, May 31, 2017.

- Article 4, the first paragraph has been revised;
- Article 4, a second paragraph has been added;
- Article 5, the first paragraph has been revised so that it does not include, but refers to the Common Logo depicted in Annex 3;
- Article 6, a second paragraph has been added;
- In Article 11, “chairman of the Steering Committee” has been replaced with “Head of PRIME” in both the first and second paragraphs;
- Article 12, the first paragraph has been revised;
- Article 16 has been revised;
- Article 18, the first and second paragraphs have been revised;
- Article 20, which concerns notices has been added;
- Article 21, which concerns confidentiality has been added;
- On page 7, title listings for new Annexes 6, 7, and 8 have been added;
- Annex 1, some of the definitions have been revised, a definition for “Head of PRIME” has been added, and the definition of “UPU Convention” has been revised;
- Annex 3 has been replaced with a new version of Annex 3, which still has the title “Technical Specifications”;
- Annex 5 has been replaced with a new version of Annex 5, still titled “Deed of Accession”;
- Annex 6 has been revised and retitled as “Pay for Performance Rules”;
- Annex 7 has been added and contains the List of Parties to the PRIME Exprès Service Agreement;

- Annex 8 has been added and contains the Notice Provided to the International Post Corporation and Parties to the Exprès Service Agreement concerning the United States Postal Service's Participation in the Exprès Service Agreement.

The organizational unit responsible for administration of PRIME agreements has informed the Postal Service that because the changes to the articles of the agreement listed above are considered to be clarifications to the text of the Exprès Service Agreement, PRIME members will not be asked to re-sign the agreement. The Postal Service previously informed the Commission of the parties listed in Annex 7 in the Postal Service's filing of October 20, 2017, in this docket.<sup>5</sup> The Postal Service considers that the above differences between the text of the revised Exprès Service Agreement included as Attachment 1 to this notice, which is scheduled to go into effect on January 1, 2018, and the text of the Exprès Service Agreement that has been previously submitted to the Commission in this docket, as updated by a recently filed list of parties, do not affect rates, fees, and mail classifications.

The Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's August 12, 2011 notice in this docket.<sup>6</sup> The application protects from disclosure the information that has been redacted from the redacted version of the agreement that the Postal Service is filing publicly today with this notice.

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<sup>5</sup> See Notice of United States Postal Service Providing Updates concerning Parties to Inbound Market Dominant Exprès Service Agreement 1, Inbound Market Dominant Registered Service Agreement 1, Inbound Market Dominant PRIME Tracked Service Agreement 1, Docket Nos. R2011-6, R2016-6, and R2017-3, October 20, 2017.

<sup>6</sup> Notice of United States Postal Service of Type 2 Rate Adjustment, and Notice of Filing Functionally Equivalent Agreement, Docket No. R2011-6, August 12, 2011, Attachment 1.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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November 15, 2017

## **Exprès Service Agreement**

Made and entered into this 23th December 1999 by and  
between the parties listed in Annex 7 (collectively the "Parties")

Witnessed:

WHEREAS the Parties are postal operators engaged, inter alia, in the cross-border transportation and delivery of mail, and

WHEREAS each of the Parties performs the Exprès items service in accordance with the UPU Convention, as amended from time to time, and

WHEREAS the Parties wish to develop this Exprès items service into an upmarket letter service, a product with reliable consistent delivery, track & trace features and a common logo, and

WHEREAS the Parties wish to remunerate each other for the timely delivery of items and the timely return of scans with an enhanced payment that will be due in addition to regular terminal dues, and

WHEREAS the Parties wish to develop and test this service until 30 June 2000, and

WHEREAS the Parties will only charge each other enhanced payments after that date, and

WHEREAS the Parties each wish to maintain their freedom to determine pricing and conditions in respect of their customers.

Now, therefore, the Parties hereby agree as follows:

### **Article 1: Definitions**

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 1 to this Agreement or defined in the body of this Agreement and referred to in Annex 1.

### **Article 2: Delivery of Exprès Items**

This Agreement covers the delivery of cross-border LC/AO items weighing up to 2 kg, tendered as Exprès items and branded with the Common Logo (“Exprès Items”).

A Party that receives Exprès Items (the “Receiving Party”) from another Party (the “Sending Party”) for delivery in its country shall deliver such mail in accordance with the terms of this Agreement.

Exprès Items shall be delivered within the delivery times (targets) set out in Annex 2 (Delivery Times). Delivery information, as well as response times, labelling, scanning and other service and product features shall be provided and/or executed as set out in Annex 3 (Technical Specifications).

Exprès Items do not include registered or insured

No Party is obliged to tender any of its outgoing cross-border mail as Exprès Items. However, Parties who choose not to use the Exprès Items service for outgoing cross-border mail shall not participate in the Trademark Agreement and shall have no right to use the Common Logo. Any Party's right to avail itself of the section of the UPU Convention related to “Items not admitted. Prohibitions” remains unaffected.

### **Article 3: Remuneration for the Delivery of Exprès Items**

A Receiving Party that receives Exprès Items from a Sending Party for delivery in its country, shall receive from that Sending Party [REDACTED]

The Enhanced Payment shall be calculated as set out in Annex 6 (Pay for Performance Rules).

PRIME’s IT provider will monitor performance and will produce a monthly performance report for each country. Enhanced Payments shall be determined on the basis of this report, unless a Party concerned disproves the information contained in the report.

#### **Article 4: Exprès Agreement Steering Committee**

The Parties shall meet from time to time in an Exprès Agreement Steering Committee. Each Party shall be represented in the Steering Committee by one representative. Each Party shall have one vote. A Party without a representative at a Steering Committee meeting can give a written power of attorney to represent it at that meeting and to exercise its vote either to another Party's representative, provided that it holds no more than two written powers of attorney, or to the Head of PRIME. The proxy of the absent Party shall include precise instructions as to how the Party's vote is to be represented at that meeting and how to exercise the Party's vote.

The quorum required at the Exprès Agreement Steering Committee is 51% of the Parties present or represented by written power of attorney. Decisions of the Steering Committee require the simple majority of the votes of all Parties present in person or by proxy.

#### **Article 5: Common Logo**

The Exprès Items service shall be marketed under the common logo (the "Common Logo") as pictured in Annex 3.

For the purposes of marketing the Exprès Items service in its country, each Party is free to replace the word "POST" in the Common Logo with a subsidiary product name of its choice. In particular, the word "POST" can be adapted to each Party's language (e.g., "La Poste"). All Parties, except those who choose not to use the Exprès Items service for outgoing cross-border mail, shall execute the Trademark Agreement attached as Annex 4.

#### **Article 6: Liability**

No Receiving Party shall be liable to a Sending Party for any delay in the delivery of Exprès Items or for loss of or damage to Exprès Items.

Liability between the Parties shall be in conformity with the "Liability of Designated Operators" section of the UPU Convention.

#### **Article 7: Undeliverable Items**

Undeliverable Exprès Items shall be returned [REDACTED]. The Receiving Party [REDACTED]  
[REDACTED]

#### **Article 8: Bilateral and Multilateral Agreements**

Parties can agree to deviate from the provisions of this Agreement by entering into bilateral and/or multilateral agreements that involve fewer than all of the Parties and supplement this Agreement. In particular, such bilateral and/or multilateral agreements may provide for different remuneration and service features applicable between the Parties involved.



## **Article 9: Contracts with Customers**

Each Party is free to determine the prices it charges to and the contractual terms governing its relationship with its customers.

## **Article 10: Settlement of Accounts**

The Parties' claims for remuneration will be settled quarterly on a bilateral basis or at any other interval agreed by the Parties concerned. Such claims can be set off against each other so that only the imbalance between such claims is paid.

## **Article 11: Term and Termination**

This Agreement shall enter into force on 1 January 2000 between those Parties who have executed it by then irrespective of how many Parties have executed it. If any other Party executes this Agreement after 1 January 2000, this Agreement shall enter into force on the day on which this Party deposits the executed Agreement with the Head of PRIME between this Party and those Parties who have already executed this Agreement.

This Agreement is entered into for an indefinite period of time. Any Party may withdraw from this Agreement at any time after its entry into force by depositing a notice of withdrawal with the Head of PRIME, who will then inform the other Parties. Such withdrawal shall only take effect at the end of the third full calendar month following the notice of withdrawal.

## **Article 12: Accessions**

Without the necessity of a written instrument duly executed on behalf of each of the Parties any postal operator that is a Designated Operator within the meaning of the UPU Convention can accede to this Agreement by executing a Deed of Accession in the form of Annex 5 and delivering it to the Head of PRIME. The accession is subject to approval by the Steering Committee. The accession will become effective on the first day of the second month following the approval of the accession by the Steering Committee.

[REDACTED]

[REDACTED]

## **Article 13: Severability**

If any of the provisions of this Agreement or its Annexes for any reason whatsoever is or becomes invalid or unenforceable or unperformable, the legal validity of the remaining provisions of the Agreement and its Annexes shall in no way be affected. The invalid, unenforceable or

unperformable provision shall be replaced by a provision which comes as close as possible to achieving the effect of the invalid, unenforceable or unperformable provision.

#### **Article 14: Annexes - Entire Agreement**

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes hereto, constitutes the entire agreement and understanding between the Parties.

#### **Article 15: Headings**

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

#### **Article 16: Assignment - Successors**

This Agreement may not be assigned by any Party without the prior written consent of the simple majority (51%) of other Parties. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.

#### **Article 17: Arbitration**

Any disputes arising out of or in connection with this Agreement shall be finally and bindingly decided by an arbitration committee ("the Arbitration Committee"). The members of the Arbitration Committee shall be independent of Parties to the dispute. Each Party or group of Parties shall appoint an arbitrator within a period of one month of notifying the chairman of the Steering Committee of the dispute or of being informed of such a notification by the chairman of the Steering Committee. If any of the Parties to the arbitration fails to do so, the chairman of the Steering Committee shall appoint an arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

If there is an even number of arbitrators, the arbitrators thus appointed shall have one month from the day on which the last of them was appointed to appoint another arbitrator to chair the Arbitration Committee. If they fail to do so, the chairman of the Steering Committee shall appoint this arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

The Arbitration Committee shall use its best efforts to render its decision within two months of its constitution. Its decision will be binding on the Parties involved in the dispute. The arbitration proceedings shall be conducted in the English language.

The Arbitration Committee shall decide which Party or Parties shall bear its costs.

### **Article 18: Amendment**

This Agreement may be amended by the Parties at any time, but only by a written instrument duly executed on behalf of each of the Parties. Notice of the executed amendment shall be sent to the Head of PRIME, who will inform the Parties.

In addition, the Exprès Agreement Steering Committee is empowered to amend the Annexes to this Agreement. Amended Annexes shall be distributed promptly to all Parties of the Agreement by the Head of PRIME.

### **Article 19: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

### **Article 20: Notices**

All notices, requests, and other communications permitted or required to be given under this Agreement shall be in writing in the English language and shall be signed by a person duly authorized to provide such notice.

Notices shall be given by (a) registered or certified mail, with Advice of Receipt requested, (b) private courier service, or (c) email with read confirmation addressed to the address of the Head of PRIME or at such other addresses as the Head of PRIME may designate by like notice from time to time.

Such notices shall be deemed to have been given upon receipt.

### **Article 21: Confidentiality**

The Parties to this Agreement acknowledge that any rate and volume information included in this Agreement constitute commercially sensitive information and should not be disclosed to third parties except as required by law.

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

## **List of Annexes**

Annex 1:	Definitions
Annex 2:	Delivery Times
Annex 3:	Technical Specifications
Annex 4:	Trademark Agreements
Annex 5:	Deed of Accession
Annex 6:	Pay for Performance Rules
Annex 7:	List of the Parties
Annex 8:	Notice provided to the International Post Corporation and Parties to the Express Service Agreement concerning the United States Postal Service's Participation in the Express Service Agreement

## Annex 1: Definitions

Agreement  
 Exprès Service Agreement.

Arbitration Committee  
 Has the meaning attributed to it in Article

[REDACTED]  
 [REDACTED]

Common Logo  
 Has the meaning attributed to it in Article

Deed of Accession  
 Deed to be executed by a Designated Operator within the meaning of the UPU  
 Convention wishing to accede to the Agreement.

[REDACTED]  
 [REDACTED]

Event	Description
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Enhanced Payment  
 Has the meaning attributed to it in Article

Express Items  
 Has the meaning attributed to it in Article

Head of PRIME  
 The person who is responsible for the PRIME activities and the PRIME Management

[REDACTED]  
 [REDACTED]

[REDACTED]  
 [REDACTED]

IPC  
 International Post Corporation.

Parties

The parties having entered into the Agreement, listed in Annex

Receiving Party

Has the meaning attributed to it in Article

Sending Party

Has the meaning attributed to it in Article

2.

Special Drawing Rights of the International Monetary

Steering Committee

Has the meaning attributed to it in Article

Terminal Dues

Remuneration payable by a postal operator to another for the delivery of incoming cross- border mail.

Trademark Agreement

Has the meaning attributed to it in Article

UPU Convention

The Universal Postal Convention, as amended from time to time.

**Annex 2: Delivery Times**

**[As updated from time to time]**





### **3- Common Logo**

The Express items service shall be marketed under the common logo as pictured below:



## **Annex 4: Trademark Agreements**

### **Exprès Service Agreement - Annex 4a**



## **TRADEMARK ASSIGNMENT AGREEMENT**

made and entered into this 23 December of 1999 by and between

1. **IPC Unipost SC ("IPC"), a company (societe cooperative a responsabilite limitee) duly incorporated and organised under the laws of Belgium and having its registered office at Rue de la Fusee 100, B-1130 Brussels, Belgium, and**
2. **all the postal operators (the "Postal Operators") set out in Annex 1 to this Agreement.**

**IPC and the Postal Operators are hereinafter jointly referred to as the "Parties".**

**WHEREAS, IPC, acting on behalf of the Postal Operators, has registered the Trademark in the Territories set out in Annex 3 hereto and, in addition, has applied for registration of the Trademark in the Territories set out in Annex 4 hereto;**

**NOW THEREFORE, IPC and the Postal Operators, intending to be legally bound, hereby agree as follows:**

**Article 1:**      **Definitions**

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 2 to this Agreement or defined in the body of this Agreement.

**Article 2:**      **Assignment**

Under the terms and conditions of this Agreement, IPC agrees to assign its entire right, title and interest to the Trademark, together with any goodwill symbolized by the Trademark, along with any trademark application or registration for the Trademark, to each Postal Operator in his respective Territory as set out in Annex L

However, for Postal Operators which have been appointed a Territory within the European Union, IPC shall assign the above stated rights to them jointly.

**Article 3:**      **Warranties**

- 3.1            IPC warrants and represents that, as far as IPC is aware, there is no litigation, arbitration or any other dispute in progress or any third party claims relating to IPC's registered rights to the Trademark or, where the registration procedure has not been completed, relating to the registration procedures of the Trademark.
- 3.2            IPC warrants and represents that the Trademark is not subject to a licence or any other third party rights in any Territory.

**Article 4:**      **Remuneration**

The assignment of the Trademark is not subject to any monetary remuneration to be paid by a Postal Operator to IPC, although IPC hereby acknowledges that it is released from responsibility for the Trademark by this assignment and that it has received other good and valuable consideration.

**Article 5:**      **Obligations**

Each Postal Operator undertakes to carry out, independently and at his own expense, all required measures relating to the registration of the change of ownership of the Trademark in his Territory.

IPC undertakes to give any assistance necessary in order for each Postal Operator to register or in any other way secure his rights to the Trademark in his Territory.

**Article 6:**      **Annexes - Entire Agreement**

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes thereto, constitutes the entire Agreement and understanding between the Parties.

**Article 7:**      **Headings**

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

A handwritten signature or mark, possibly a stylized '4' or a signature, located in the bottom right corner of the page.

**Article 8:     Arbitration**

Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be finally and bindingly decided by an Arbitration Committee.

Members of the Arbitration Committee shall be independent of the Parties to the dispute. Each Party or group of Parties shall, within one month of notifying the chairman of the Prime Steering Committee of the dispute in writing, appoint an arbitrator to the Arbitration Committee.

If any Party to the dispute fails to do so, the chairman of the Prime Steering Committee shall, within one month, appoint an arbitrator to represent such Party. However, if the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within the same period of time and by consensus, appoint an arbitrator to the Arbitration Committee to represent such Party.

If there is an even number of arbitrators in the Arbitration Committee, the arbitrators thus appointed shall, within one month from their appointment, appoint a chairman to the Arbitration Committee, who shall be independent of the Parties to the dispute.

If they fail to do so, the chairman of the Prime Steering Committee shall, within one month, appoint a chairman to the Arbitration Committee. If the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within one month and by consensus, appoint a chairman to the Arbitration Committee.

Unless the Parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language and in



accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

**Article 9:**      **Amendment**

This Agreement may be amended by the Parties at any time, but only by an instrument in writing duly executed on behalf of each of the Parties.

**Article 10:**    **Miscellaneous**

10.1            At the written request of a Party any other Party shall execute such deeds and perform such acts as may reasonably be required to give effect to the provisions of this Agreement.

10.2            If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and the Parties shall make all the necessary revisions of the Agreement in order to comply with its original intents.

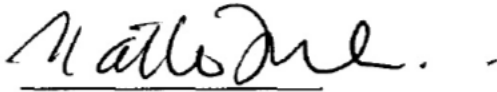
10.3            The failure of a Party to require the performance of any term of this Agreement or the waiver by any Party of any breach of this Agreement shall not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

**Article 11:**    **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.



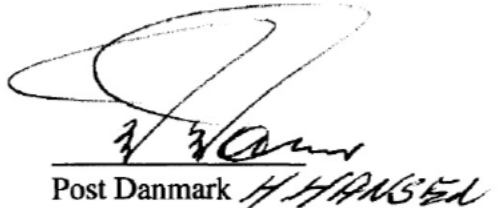
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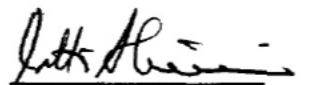



IPC

Österreichische Post AG

La Poste / De Post  
(Belgium)

Post Danmark 

  
Finland Post Ltd  
Matti Aikio

  
La Poste (France)  
G. Flaudoult

Deutsche Post AG

Iceland Post


An Post (Ireland)

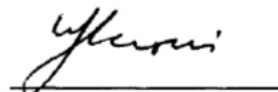
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CTT Correios de Portugal  
SA

SLOVENSKÁ POŠTA,  
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Correos y Telégrafos  
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Sweden Post Ltd (Posten  
Sverige AB)  
J-E LEISTEDT

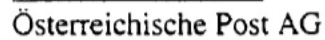
  
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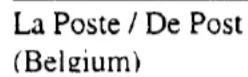
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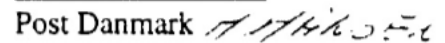
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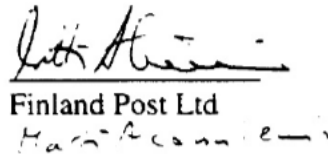


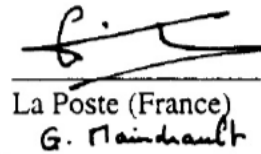
IPC

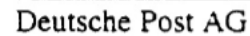
  
Österreichische Post AG

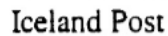
  
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(Belgium)

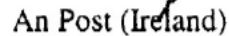
  
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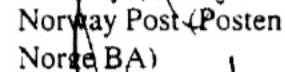
  
Finland Post Ltd  
Hämeenlinn

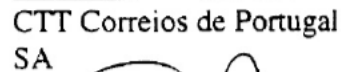
  
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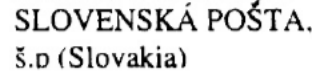
  
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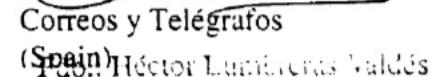
  
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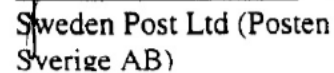
  
An Post (Ireland)

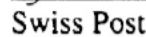
  
Norway Post (Posten  
Norge BA)

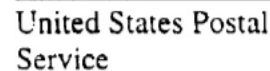
  
CTT Correios de Portugal  
SA

  
SLOVENSKÁ POŠTA,  
š.p. (Slovakia)

  
Correos y Telégrafos  
(Spain) Héctor Lumbrales Valdés

  
Sweden Post Ltd (Posten  
Sverige AB)

  
Swiss Post

  
United States Postal  
Service



In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Matti Mäkelä

IPC

Österreichische Post AG

La Poste / De Post  
(Belgium)

Post Danmark *HANSEN*

Finland Post Ltd  
*Matti Mäkelä*

La Poste (France)  
*G. Poindehault*

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten Norge BA)

CTT Correios de Portugal SA

SLOVENSKÁ POSTA, š.d (Slovakia)

Correos y Telégrafos (Spain)

Sweden Post Ltd (Posten Sverige AB)

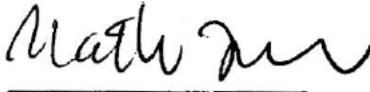
Swiss Post

United States Postal Service


*J-E LEISTEDT*

*L. HURNI*

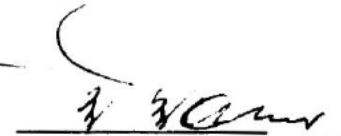
In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.




IPC

  
Österreichische Post AG

La Poste / De Post  
(Belgium)

  
Post Danmark HANSEN

  
Finland Post Ltd  
Matti Aikio

  
La Poste (France)  
G. Plaindault

Deutsche Post AG

Iceland Post


An Post (Ireland)

Norway Post (Posten  
Norge BA)

CTT Correios de Portugal  
SA

SLOVENSKÁ POŠTA,  
š.p (Slovakia)

Correos y Telégrafos  
(Spain)

  
Sweden Post Ltd (Posten  
Sverige AB)  
J-E LEISTEDT

Swiss Post  
U. HURNI

United States Postal  
Service

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Matti Air

IPC

Österreichische Post AG

La Poste / De Post  
(Belgium)

Post Danmark *HANSEN*

Finland Post Ltd  
*Matti Air*

La Poste (France)  
*G. Plaindault*

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten Norge BA)

CTT Correios de Portugal SA

SLOVENSKÁ POŠTA, š.p (Slovakia)

Correos y Telégrafos (Spain)

Sweden Post Ltd (Posten Sverige AB)

Swiss Post  
*L. HURNI*

United States Postal Service

## ANNEX I

List of Parties and their respective Territories.

Osterreichische Post AG, a public limited company duly incorporated and organised under the laws of Austria and having its registered office at Postgasse 8, 1010 Wien, Austria.

Territory: Austria

Post Danmark, a [legal personality] duly incorporated and organised under the laws of Denmark and having its registered office at Tietgensgade 37, 1530 Copenhagen V, Denmark.

Territory: Denmark, Faroe Islands and Greenland

Deutsche Post AG, a public limited company duly incorporated and organised under the laws of Germany and having its registered office at Heinrich-von-Stephan-Str. 1, 53175 Bonn, Germany .

Territory: Germany

Suomen Posti Oy, a limited company duly incorporated and organised under the laws of Finland and having its registered office at Mannerheiminaukio 1 A, FIN-00010 Helsinki, Finland

Territory: Finland

La Poste , a [legal personality] duly incorporated and organised under the laws of France and having its registered office at 4 quai du Point du Jour, 92 777 Boulogne Billancourt Cedex, France .

Territory: France

A Post, a limited liability company duly incorporated and organised under the laws of the Republic of Ireland and having its registered office at the General Post Office, O'Connell Street, Dublin 1, the Republic of Ireland .

Territory: The Republic of Ireland



Iceland Post, a limited liability company duly incorporated and organised under the laws of Iceland and having its registered office at P6sthusstræti 5, 101 Reykjavik, Iceland.

Territory: Iceland

Posten Norge BA, a limited company duly incorporated and organised under the laws of Norway and having its registered office at Dronningensgt. 15, N-0107 Oslo, Norway.

Territory: Norway

CTI - Correios de Portugal, SA , a joint stock company duly incorporated and organised under the laws of Portugal and having its registered office at Rua de Sao Jose, n 20, P-1166-001 Lisbon, Portugal.

Territory: Portugal

SLOVENSKA POSTA, s.p., a [legal personality] duly incorporated and organised under the laws of Slovakia and having its registered office at PARTIZANSKA CESTA 9, 975 99 BANSKA BYSTRICA, SLOVENSKA REPUBLIKA.

Territory: Slovakia

Entidad Publica Empresarial "Correos y Telegrafos", a [legal personality] duly incorporated and organised under the laws of Spain and having its registered office at Calle Aduana 29 31 Via de Dublin 7, 28070 Madrid Spain

Territory: Spain

Sweden Post Ltd, International Division, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Ltd, International Division, SE-105 00 Stockholm, Sweden.

Territory: Sweden

Sweden Post Express Ltd, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Express Ltd, P.O. Box 29085, SE-100 52 Stockholm, Sweden.

Territory: Sweden

Swiss Post, an independent public company duly incorporated and organised under the laws of Switzerland and having its registered office at Swiss Post, Headquarters, Victoriast. 21, CH-3030 Bern, Switzerland.

Territory: Switzerland

UNITED STATES POSTAL SERVICE, an Independent Establishment of the Executive Branch of the Government of the United States, with its headquarters located at 475 L'Enfant Plaza, S.W., Washington, D.C.. 20260-1135

Territory: United States of America

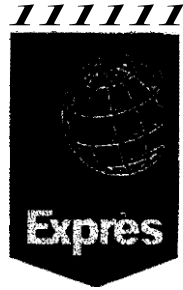
## ANNEX2

"Agreement" shall mean this Trademark Assignment Agreement.

"Annex" shall mean the respective annexes attached to the Agreement.

"Territory" shall mean the respective territory of each Postal Operator set out in Annex 1.

"Trademark" shall mean the Post Expres trademark as set out below.



In France, however, Trademark shall mean the Post Expres logotype as set out below.



**ANNEX3**

List of Territories where IPC has registered the Trademark

Country	Date of registration	Registration number
Switzerland	18MAR1999	459657
Norway	09APR1999	196884





## ANNEX4

List of Territories where the registration process is in progress.

Country	Date of registration	Application number
Canada	03DEC1998	898/348
Iceland	10AUG1998	1657/1998
Hun2:arv	10AUG1998	M 98 03232
Czech Republic	8JAN1999	0-138996
Cyprus	19AUG1998	51039
Slovak Republic	4SEP1998	POZ-2281-98
United States	26OCT1998	75/577131
European CTM	30JUL1998	900571

**Expres Service Agreement - Annex 4b**



## **TRADEMARK CO-OPERATION AGREEMENT**

This Trademark Co-operation Agreement ("Agreement") is made and entered into this 23 December of 1999 by and between all the entities ("the Parties") set out in Annex 1.

### **Article 1: Definitions**

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 2 to this Agreement or defined in the body of this Agreement and referred to in Annex 2.

### **Article 2: Trademark**

Each Party represents and warrants to the other Parties that he will take all reasonable necessary steps to register the Trademark in his name in his Territory and that he will become the holder of any and all trademark rights with respect to the Trademark in his Territory as from the assignment by IPC of the Trademark or the application for registration of the Trademark pending in his Territory.

A handwritten signature or mark is located in the bottom right corner of the page. It appears to be a stylized, cursive signature.

**Article 3:**      **Obligations**

3.1            Each Party undertakes not to use the Trademark outside of his Territory, except to the extent a Party's packages, including documents, letters and other mail, are mailed to other countries outside his Territory, or to the extent a Party uses the Trademark on the Internet.

3.2            Each Party undertakes to make real, sufficient and timely use of the Trademark according to the requirements of the applicable rules governing trade marks in his Territory in order for the right to the Trademark registration not to be at risk to lapse. In addition, each Party undertakes to pay any renewal fees required to uphold the Trademark registration in his Territory.

If any Parties are registered as co-owners of the Trademark, they shall be jointly responsible for the above stated obligations.

3.3            Each Party undertakes not to grant any third party, including a company within the same group as the Party, the right to use the Trademark in his Territory without the prior written consent of a majority of the other Parties. However, this shall not apply to third parties that perform services covered by this agreement on a sub-contracting basis on behalf of a Party.

3.4            Each Party undertakes not to assign, in whole or in part, rights relating to the Trademark to third parties, including companies within the same group as the Party, without the prior written consent of a majority of the other Parties or in the case set out in Article 4.2.

3.5            With respect to Articles 3.3 and 3.4, each Party undertakes to notify the granting or assigning Party of its decision within one month upon receipt of a written request by the granting or assigning Party. A Party who does not notify the granting or assigning Party of its decision within this period, shall be deemed to be in favour of the granting or assigning Party's request.



**Article 4:      Duration and effects of termination**

- 4.1            This Agreement shall be deemed to commence as of the date hereof and shall continue for an indefinite period. However, each Party shall have the right to, with respect to that Party only, terminate this Agreement upon six (6) months written notice in advance to all other Parties.
- 4.2            In the case of termination by a Party according to Article 4.1, such Party undertakes to assign, at any time after the written notice has been sent according to Article 4.1, any and all of his rights to the Trademark to a party unanimously appointed by the other Parties.

**Article 5:      Infringement**

- 5.1            The Parties to this Agreement shall notify each other in writing of any matter known to it which involves the infringement or threatened infringement of the Trademark in the respective Territories.
- 5.2            Upon such notification, or in the event a Party becomes aware of any such infringement or threatened infringement, the Party, in which Territory the infringement or threatened infringement takes place, shall be responsible for taking such legal or other action as is reasonable necessary in order to protect the Trademark rights. The cost and expenses of any such action shall be attributable to the Party, in which Territory the infringement or threatened infringement takes place, unless otherwise agreed in writing between the Parties.



**Article 6:**     **Annexes - Entire Agreement**

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes thereto and the Trademark Assignment Agreement, dated 23 December 1999, which is attached hereto, constitutes the entire Agreement and understanding between the Parties.

**Article 7:**     **Headings**

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

**Article 8:**     **Arbitration**

Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be finally and bindingly decided by an Arbitration Committee.

Members of the Arbitration Committee shall be independent of the Parties to the dispute. Each Party or group of Parties shall, within one month of notifying the chairman of the Prime Steering Committee of the dispute in writing, appoint an arbitrator to the Arbitration Committee.

If any Party to the dispute fails to do so, the chairman of the Prime Steering Committee shall, within one month, appoint an arbitrator to represent such Party. However, if the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within the same period of time and by consensus, appoint an arbitrator to the Arbitration Committee to represent such Party.

If there is an even number of arbitrators in the Arbitration Committee, the arbitrators thus appointed shall, within one month from their appointment,

appoint a chairman to the Arbitration Committee, who shall be independent of the Parties to the dispute.

If they fail to do so, the chairman of the Prime Steering Committee shall, within one month, appoint a chairman to the Arbitration Committee. If the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within one month and by consensus, appoint a chairman to the Arbitration Committee.

Unless the Parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language and in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

**Article 9:**      **Amendment**

This Agreement may be amended by the Parties at any time, but only by an instrument in writing duly executed on behalf of each of the Parties.

**Article 10:**    **Miscellaneous**

- 10.1      At the written request of a Party any other Party shall execute such deeds and perform such acts as may reasonably be required to give effect to the provisions of this Agreement.
- 10.2      If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and the Parties shall make all the necessary revisions of the Agreement in order to comply with its original intent.
- 10.3      The failure of a Party to require the performance of any term of this Agreement or the waiver by any Party of any breach of this Agreement shall



not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

**Article 11: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

**In witness whereof**, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

\_\_\_\_\_  
Österreichische Post AG

\_\_\_\_\_  
La Poste / De Post  
(Belgium)

\_\_\_\_\_  
Post Danmark *A. Hansen*

\_\_\_\_\_  
Finland Post Ltd  
*Matti Aikio*

\_\_\_\_\_  
La Poste (France)  
*G. Taincheff*

\_\_\_\_\_  
Deutsche Post AG

\_\_\_\_\_  
Iceland Post

\_\_\_\_\_  
An Post (Ireland)

\_\_\_\_\_  
Norway Post (Posten  
Norge BA)

\_\_\_\_\_  
CTT Correios de Portugal  
SA

\_\_\_\_\_  
SLOVENSKÁ POŠTA,  
š.p (Slovakia)

\_\_\_\_\_  
Correos y Telégrafos  
(Spain)

\_\_\_\_\_  
Sweden Post Ltd (Posten  
Sverige AB)  
*J-E LEISTEDT*

\_\_\_\_\_  
Swiss Post  
*U. Hurni*

\_\_\_\_\_  
United States Postal  
Service

not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

**Article 11: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

**In witness whereof**, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Österreichische Post AG

La Poste / De Post  
(Belgium)

Post Danmark *A. H. H. Jensen*

*Mathieu A. K. K. K.*  
Finland Post Ltd  
*Mathieu A. K. K. K.*

*G. D. D. D.*  
La Poste (France)  
*G. D. D. D.*

Deutsche Post AG

Iceland Post

*Denise H. H. H.*  
An Post (Ireland)

Norway Post (Posten  
Norge BA)

CTT Correios de Portugal  
SA

*Q. Q. Q.*  
SLOVENSKÁ POŠTA.  
š.p (Slovakia)

*H. H. H. H.*  
Correos y Telégrafos  
(Spain)  
*Fdo. H. H. H. H. H. H.*

*J. J. J. J.*  
Sweden Post Ltd (Posten  
Sverige AB)  
*J. J. J. J.*

*L. L. L. L.*  
Swiss Post  
*L. L. L. L.*

United States Postal  
Service



not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

**Article 11: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

**In witness whereof**, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Österreichische Post AG

La Poste / De Post  
(Belgium)

Post Danmark

Finland Post Ltd

La Poste (France)

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten  
Norge BA)

CTT Correios de Portugal  
SA

SLOVENSKÁ POŠTA,  
š.p (Slovakia)

Correos y Telégrafos  
(Spain)

Sweden Post Ltd (Posten  
Sverige AB)

Swiss Post

United States Postal  
Service

J-E LEISTEDT

U. HURNI

not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

**Article 11: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

**In witness whereof**, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Österreichische Post AG

La Poste / De Post  
(Belgium)

Post Danmark

Finland Post Ltd

La Poste (France)

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten  
Norge BA)

CTT Correios de Portugal  
SA

SLOVENSKÁ POŠTA,  
š.p (Slovakia)

Correos y Telégrafos  
(Spain)

Sweden Post Ltd (Posten  
Sverige AB)

Swiss Post

United States Postal  
Service

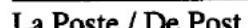
not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

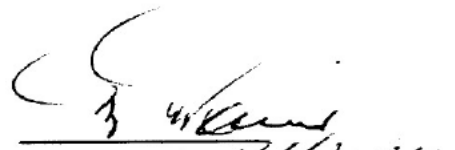
**Article 11: Governing Law**

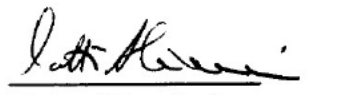
This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

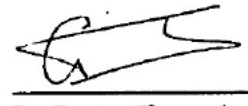
**In witness whereof**, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

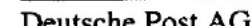
  
Österreichische Post AG


  
La Poste / De Post  
(Belgium)


  
Post Danmark *A. Hansen*

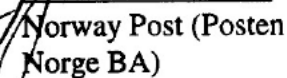
  
Finland Post Ltd  
*Matti Aikio*

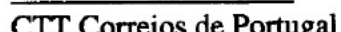
  
La Poste (France)  
*A. Poincaré*

  
Deutsche Post AG

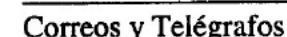
  
Iceland Post

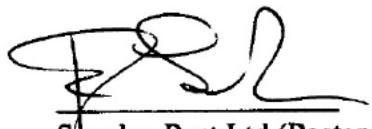
  
An Post (Ireland)

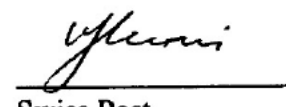
  
Norway Post (Posten  
Norge BA)

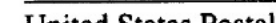
  
CTT Correios de Portugal  
SA

  
SLOVENSKÁ POŠTA,  
š.p (Slovakia)

  
Correos y Telégrafos  
(Spain)

  
Sweden Post Ltd (Posten  
Sverige AB)  
J-E LEISTEDT

  
Swiss Post  
*L. Hurni*

  
United States Postal  
Service

## ANNEXI

List of Parties and their respective Territories.

Osterreichische Post AG, a public limited company duly incorporated and organised under the laws of Austria and having its registered office at Postgasse 8, 1010 Wien, Austria.

Territory: Austria

Post Danmark, a [legal personality] duly incorporated and organised under the laws of Denmark and having its registered office at Tietgensgade 37, 1530 Copenhagen V, Denmark.

Territory: Denmark, Faroe Islands and Greenland

Deutsche Post AG, a public limited company duly incorporated and organised under the laws of Germany and having its registered office at Heinrich-von-Stephan-Str. 1, 53175 Bonn, Germany .

Territory: Germany

Suomen Posti Oy, a limited company duly incorporated and organised under the laws of Finland and having its registered office at Mannerheiminaukio 1 A, FIN-00010 Helsinki, Finland

Territory: Finland

La Poste, a [legal personality] duly incorporated and organised under the laws of France and having its registered office at 4 quai du Point du Jour, 92 777 Boulogne Billancourt Cedex, France .

Territory: France

A Post, a limited liability company duly incorporated and organised under the laws of the Republic of Ireland and having its registered office at the General Post Office, O'Connell Street, Dublin 1, the Republic of Ireland .

Territory: The Republic of Ireland



Iceland Post, a limited liability company duly incorporated and organised under the laws of Iceland and having its registered office at Posthússtræti 5, 101 Reykjavík, Iceland.

Territory: Iceland

Posten Norge BA, a limited company duly incorporated and organised under the laws of Norway and having its registered office at Dronningensgt. 15, N-0107 Oslo, Norway.

Territory: Norway

CTI- Correios de Portugal, SA, a joint stock company duly incorporated and organised under the laws of Portugal and having its registered office at Rua de São José, n.º 20, P-1166-001 Lisbon, Portugal.

Territory: Portugal

Sweden Post Ltd, International Division, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Ltd, International Division, SE-105 00 Stockholm, Sweden.

Territory: Sweden

Sweden Post Express Ltd, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Express Ltd, P.O. Box 29085, SE-100 52 Stockholm, Sweden.

Territory: Sweden

SLOVENSKA POSTA, s.p., a [legal personality] duly incorporated and organised under the laws of Slovakia and having its registered office at PARTIZÁNSKA CESTA 9, 975 99 BANSKÁ BYSTRICA, SLOVENSKÁ REPUBLIKA.

Territory: Slovakia

Entidad Pública Empresarial "Correos y Telégrafos", a [legal personality] duly incorporated and organised under the laws of Spain and having its registered office at Calle de Alcalá 29-31, 28070 Madrid Spain

Territory: Spain

Swiss Post, an independent public company duly incorporated and organised under the laws of Switzerland and having its registered office at Swiss Post, Headquarters, Victoriast. 21, CH-3030 Bern, Switzerland.

Territory: Switzerland

UNITED STATES POSTAL SERVICE, an Independent Establishment of the Executive Branch of the Government of the United States, with its headquarters located at 475 L'Enfant Plaza, S.W., Washington, D.C.. 20260-1135

Territory: United States of America



## ANNEX2

List of definitions used in the Agreement and its Annexes.

"Agreement" shall mean this Trademark Co-operation Agreement.

"Annex" shall mean the respective annexes attached to the Agreement.

"Party" shall mean an entity set out in Annex 1.

"Territory" shall mean the respective territory of each Party set out in Annex 1.

"Trademark" shall mean the Post Expres trademark as set out below.



In France, however, Trademark shall mean the Post Expres logotype as set out below.



### ANNEX3

List of Territories where IPC has registered the Trademark

Country	Date of registration	Registration number
Switzerland	18MAR1999	459657
Norway	09APR1999	196884

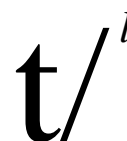




**ANNEX4**

List of Territories where the registration process is in progress.

<b>Country</b>	<b>Date of registration</b>	<b>Application number</b>
Canada	03DEC1998	898/348
Iceland	10AUG1998	1657/1998
Hungary	10AUG1998	<b>M</b> 98 03232
Czech Republic	8JAN1999	0-138996
Cyprus	19AUG1998	51039
Slovak Republic	4SEP1998	POZ-2281-98
United States	26OCT1998	75/577131
European CTM	30JUL1998	900571

The logo consists of a stylized lowercase 't' followed by a diagonal slash and a superscripted 'l'.

## **Annex 5: Deed of Accession**

*THE “ACCEDING PARTY”,*

A Designated Operator within the meaning of the UPU Convention,

requests admission to the Exprès Service Agreement, effective from the first day of the second month following the approval of the accession by the Exprès Service Steering Committee.

The Acceding Party undertakes to respect all the provisions of the Exprès Service Agreement.

The Acceding Party attaches to this Deed of Accession proof of the undersigned's authority to represent the Acceding Party.

Signed

On

**[As approved by the SC of 29/30 October 2014 and effective 1 January 2015]**

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

**Annex 7: List of Parties**

ISO Code	Country	Company Name



**Annex 8: Notice provided to IPC and the Parties concerning the USPS'  
Participation in the Exprès Service Agreement**

**Notice Provided to the International Post Corporation and Parties to the  
Exprès Service Agreement concerning the United States Postal Service's  
Participation in the Exprès Service Agreement**

1. The undersigned postal operator (the "USPS") and International Post Corporation ("IPC"), acting on behalf of the parties to the Exprès Service Agreement, made and entered into December 10, 1999, as amended (together the "Agreement"<sup>1</sup>), hereby acknowledge this instrument, which provides notice concerning future USPS participation in the Agreement.
2. For these purposes, the USPS may decide at a future date to become a party to the Agreement. Such a decision, if any, will be memorialized by the execution by the USPS of a signed written document reflecting the agreement.
3. In the event that the USPS becomes a party to the Agreement at some future date, the IPC shall assist the USPS in setting up its data exchange facilities and advise it on preparatory steps with a view to facilitating the USPS's accession to the Agreement.
4. If the USPS becomes a party to the Agreement and the IPC provides the assistance described in the preceding paragraph, then the USPS [REDACTED]

<sup>1</sup> The full text of the "Agreement" includes the Exprès Service Agreement and its six Annexes, as amended by (i) the First Supplementary Agreement to the Exprès Service Agreement of December 23, 1999, (ii) the Annex 2 that each Party most recently submitted to and that was approved by the Steering Committee, (iii) the Annex 3 that was most recently approved by the Steering Committee, and (iv) Annex 6 as amended by the Steering Committee 26 & 27 October 2009 and as planned to be amended in October 2011 [REDACTED]



5. USPS, IPC, and the parties to the Agreement acknowledge that the IPC shall not send an invoice to the USPS until September 2011, payable by USPS no later than December 31, 2011. If the Conditions Precedent described in Paragraph 6b of this notice are not fulfilled, the USPS shall have no financial obligation under the Agreement and IPC shall refund to USPS any fees that USPS has already paid IPC under the Agreement. In this case, the USPS will have no additional obligations under the Agreement, financial or otherwise. If the USPS becomes a party to the Agreement, and the USPS deposits a notice of withdrawal with the chairman of the Steering Committee in accordance with Article 11 of the Agreement, the IPC shall pro-rate and refund to the USPS the portion of any annual fee paid by the USPS that concerns any period of time after the USPS's notice of withdrawal takes effect.
6. USPS, IPC, and the parties to the Agreement acknowledge that USPS's participation in the Prime Project is subject to the following conditions, as well as any additional conditions that the USPS may propose upon further review of the Agreement:
  - a. All taxes and duties are the sole responsibility of the Prime party to whom they are duly assessed and shall not be charged to the USPS in any form unless the USPS otherwise provides in a written agreement with the respective Prime party.
  - b. USPS's acceding to the Agreement and all obligations of the USPS under the Agreement shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent") one or more internal and external bodies that have oversight responsibilities over the USPS. Conditions Precedent may include but are not limited to: approvals or, if applicable, non-objection, from the USPS's management, the Governors of the USPS, the Board of Governors of the USPS, and the U.S. Postal Regulatory Commission. The USPS, IPC, and the parties to the Agreements acknowledge that the Agreement might not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS, IPC, and the parties to the Agreement, and no benefit or rights granted shall inure to the USPS, IPC, and the parties to the Agreement until such time as the Conditions Precedent shall have been fulfilled.
  - c. In the event that the Conditions Precedent are not fulfilled, the USPS, IPC, and the parties to the Agreement shall have no liability, which shall include no obligation to pay fees or costs associated with any action taken by the USPS, IPC, and the parties to the Agreements. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS, IPC, and the parties to the Agreement shall not be held liable for any damages or costs of any nature whatsoever.
  - d. The USPS, IPC, and the parties to the Agreement acknowledge that any rate information included in the Agreement and information concerning the quality of service performance under the Agreement constitute commercially sensitive information and should not be disclosed to third parties except as required by law. USPS, IPC and the other parties to the Agreement will treat as confidential and not disclose to third parties, absent express written consent of the other parties, any

such information related to this Agreement as long as it is treated as non-public by the Postal Regulatory Commission. USPS, IPC and the other parties to the Agreement acknowledge that United States law may require that the Agreement be filed with the Postal Regulatory Commission and the U.S. Department of State. USPS, IPC and the other parties to the Agreement authorize the USPS to determine the scope of information that must be made publicly available under the Postal Regulatory Commission's rules. USPS, IPC and the other parties to the Agreement further understand that any unredacted portion of this document or the text of the Agreement may be posted on the Commission's public website, [www.prc.gov](http://www.prc.gov). IPC and the other parties to the Agreement have the right, in accordance with the Postal Regulatory Commission's rules, to address confidentiality concerns directly with the Postal Regulatory Commission. The procedure for making an application to the Postal Regulatory Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Postal Regulatory Commission's website: [www.prc.gov/Docs/63/63467/Order225.pdf](http://www.prc.gov/Docs/63/63467/Order225.pdf). At the request of IPC or the parties to the Agreement, the USPS will furnish notice of the docket number of the Postal Regulatory Commission proceeding, if any, used in connection with the Agreement(s). The USPS, IPC and the parties to the Agreement shall each provide the same care to avoid disclosure or unauthorized use of the confidential information as each would provide to maintain the confidentiality of its own information

- e. USPS, IPC, and the parties to the Agreements acknowledge that in 2006, IPC registered the trademark and logo for POST EXPRES under U.S. Trademark Registration No. 3,072,352. To the extent that this registration is still in effect, USPS, IPC, and the parties to the Agreements agree to cooperate in assigning the entire rights, title, and interest to the trademark POST EXPRES, together with any goodwill symbolized by the trademark, by transferring to the USPS at the expense of the USPS all rights within the United States of America to the trademark after USPS has become a party to the Agreement. IPC agrees to execute all documents necessary to effectuate such assignment upon USPS's execution of applicable agreements.

[REDACTED]

[REDACTED]

7. If and when the USPS becomes a party to any of the Agreements, IPC and the parties to the Agreements shall be deemed to have acknowledged the contents of this document.

8. Each party represents that it has caused this document to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein. The effective date of this instrument is the later of the two execution dates shown below.

In WITNESS WHEREOF, the Postal Service and the International Post Corporation have executed this instrument effective as of the date in paragraph 8 above.

UNITED STATES POSTAL SERVICE INTERNATIONAL POST CORPORATION

  
Signature

Giselle Valera  
Name

Managing Director, Global Business  
and Vice President  
Title

10 August 2011  
Date

  
Signature

KATHLEEN TREANOR  
Name

Prime Project Manager  
Title

10 August 2011  
Date